

GARKANE POWER ASSOCIATION, INC.

ORIGINAL

ELECTRIC SERVICE

SCHEDULE NO. 01

STATE OF ARIZONA

RESIDENTIAL SERVICE

AVAILABILITY: At any point on the Association's interconnected system where there are facilities of adequate capacity subject to the Association's established rules and regulations. The capacity of individual motors served under this Schedule will not exceed ten (10) H.P. This rate is not for resale.

APPLICATION: This Schedule is for alternating current electric service supplied at approximately 120 or 240 volts through one kilowatt-hour meter at a single point of delivery for all service required on the premises for residential purposes.

When a portion of a dwelling is used regularly for business, professional or other gainful purposes, the premises will be classified non-residential and the appropriate schedule applied. However, if the wiring is so arranged that the service for residential purposes can be metered separately, the Schedule will be applied to such service.

MONTHLY BILL:

Base Rate:	\$12.50 per month
Energy Charge:	\$0.06907 per kWh

MINIMUM MONTHLY CHARGE: The minimum monthly charge shall be the monthly Base Rate or as provided by contract. Payment of the minimum monthly charge does not entitle the consumer to the use of any kWh's of electricity.

TEMPORARY DISCONTINUANCE OF SERVICE: If a customer requests connection or reconnection of service at the same location within a twelve (12) month period, he shall be required to pay the monthly base charge for each of the intervening months.

ELECTRIC SERVICE REGULATIONS: Service under this Schedule will be in accordance with the terms of the Electric Service Agreement between the customer and the Association. The Electric Service Regulations of the Association on file with and approved by the Arizona Corporation Commission, including future applicable amendments, will be considered a part of and incorporated in said Agreement.

APPROVED FOR FILING

DECISION #: 61105

FILE: 9-1-98

ORIGINAL

WHOLESALE POWER COST ADJUSTMENT: The foregoing rates are based upon the Association's cost of purchased power. The Association's base cost of power is \$0.02558. Rates are subject to the imposition of any purchased power adjustment reflecting changes in this cost either upward or downward which may be established for billing from time to **time**.¹

TERMS OF PAYMENT: Bills based on the rates stated above are NET and are DUE and PAYABLE within twenty (20) days from the date of the bill.

TAX ADJUSTMENTS AND REGULATORY ASSESSMENTS: Total monthly sales for electric service are subject to adjustment for all federal, state and local government taxes or levies on such sales and any assessments that are or may be imposed by federal or state regulatory agencies on utility gross revenues.

EFFECTIVE: September 1, 1998

0554553

¹ As of September 1, 1998, a negative Purchased Power Adjustor of \$0.003643 is in effect and will expire when the overcollected bank balance is fully refunded.

APPROVED FOR FILING
DECISION #: <u>61105</u>
<i>EFF. 9-1-98</i>

GARKANE POWER ASSOCIATION, INC.

ORIGINAL

ELECTRIC SERVICE

SCHEDULE NO. 04

STATE OF ARIZONA

IRRIGATION SERVICE

AVAILABILITY: Available to members of the Association located adjacent to its single-phase or three-phase lines for pump irrigation services, subject to the Association's established rules and regulations, where the member has signed a contract. Service is available for pumps of not less than three (3) H.P. This rate is not for resale.

TYPE OF SERVICE: Single and three-phase, 60 cycles, at available secondary voltages.

MONTHLY BILL:

Energy Charge: \$0.05723 per kWh
Demand Charge: \$5.31 per kW

ANNUAL BASE CHARGE: \$ 75.00 for single phase service
\$125.00 for three phase service

DETERMINATION OF BILLING DEMAND: The Billing Demand shall be the maximum average kilowatt load used by the consumer for any period of fifteen (15) consecutive minutes during the month for which the bill is rendered as measured by a demand meter.

POWER FACTOR: The consumer agrees to maintain unity power factor as nearly as practicable. The horsepower for billing purposes may be adjusted to correct average power factors lower than ninety percent (90%), if and when the seller deems necessary. Such adjustment will be made by increasing the horsepower one percent (1%) for each one percent (1%) by which the average power factor is less than ninety percent (90%) lagging.

ELECTRIC SERVICE REGULATIONS: Service under this Schedule will be accordance with the terms of the Electric Service Agreement between the customer and the Association. The Electric Service Regulations of the Association on file with and approved by the Arizona Corporation Commission, including future applicable amendments, will be considered part of and incorporated in said Agreement.

APPROVED FOR FILING

DECISION #: 61105

EFF: 9-1-98

ORIGINAL

WHOLESALE POWER COST ADJUSTMENT: The foregoing rates are based upon the Association's cost of purchased power. The Association's base cost of power is \$0.02558. Rates are subject to the imposition of any purchased power adjustment reflecting changes in this cost either upward or downward which may be established for billing from time to **time**.¹

TERMS OF PAYMENT: Bills based on the rates stated above are NET and are DUE and PAYABLE within twenty (20) days from the date of the bill.

TAX **ADJUSTMENTS** AND **REGULATORY ASSESSMENTS**: Total monthly sales for electric service are subject to adjustment for all federal, state and local government taxes or levies on such sales and any assessments that are or may be imposed by federal or state regulatory agencies on utility gross revenues.

EFFECTIVE: September 1, 1998

0554555

¹ As of September 1, 1998, a negative Purchased Power Adjustor of \$0.003643 is in effect and will expire when the overcollected bank balance is fully refunded.

APPROVED FOR FILING

DECISION #: 61105

EX. 9-1-98

ORIGINAL

GARKANE POWER ASSOCIATION, INC.

ELECTRIC SERVICE

SCHEDULE NO. 05

STATE OF ARIZONA

GENERAL SERVICE NO. 1

AVAILABILITY: Available for commercial, industrial, public buildings and three-phase farm service for all uses, including lighting, heating and power, subject to the established rules and regulations of the Association. This rate is not for resale.

Service under this schedule is limited to Consumers whose load requirements do not exceed 50 kva of transformer **capacity.**

TYPE OF SERVICE: Single-phase and three-phase, 60 cycles, at available secondary voltage.

MONTHLY BILL:

Base Rate:	\$12.50 per month
Energy Charge:	\$0.05845 per kWh
Demand Charge:	\$6.37 per kW

DETERMINATION OF BILLING DEMAND: The Billing Demand shall be the maximum average kilowatt load used by the consumer for any period of fifteen (15) consecutive minutes during the month for which the bill is rendered as measured by a demand meter.

POWER FACTOR ADJUSTMENT: The consumer agrees to maintain unity power factor as nearly as practicable. Demand charges for billing purposes may be adjusted if the power factor at the time of maximum use is less than ninety percent (90%) lagging. Such adjustments will be made by increasing the measured demand one percent (1%) for each one percent (1%) by which the average power factor is less than ninety percent (90%) lagging.

MINIMUM MONTHLY CHARGE: The Minimum Monthly Charge shall be the Base Rate or as provided by contract. Payment of the minimum monthly charge does not entitle the consumer to the use of any kWh of electricity.

TEMPORARY DISCONTINUANCE OF SERVICE: If a customer requests reconnection of service at the same location within a twelve (12) month period, he shall be required to pay the monthly base charge for each of the intervening months.

ELECTRIC SERVICE REGULATIONS: Service under this Schedule will be in accordance with the terms of the Electric Service Agreement between the customer and the Association. The Electric

APPROVED FOR FILING

DECISION #: 61105

EFF. 9-7-91

ORIGINAL

Service Regulations of the Association on file with and approved by the Arizona Corporation Commission, including future applicable amendments, will be considered a part of and incorporated in said Agreement.

WHOLESALE POWER COST ADJUSTMENT: The foregoing rates are based upon the Association's cost of purchased power. The Association's base cost of power is \$0.02558. Rates are subject to the imposition of any purchased power adjustment reflecting changes in this cost either upward or downward which may be established for billing from time to time.'

TERMS OF PAYMENT: Bills based on the rates stated above are NET and are DUE and PAYABLE within twenty (20) days from the date of the bill.

TAX ADJUSTMENTS AND REGULATORY ASSESSMENTS: Total monthly sales for electric service are subject to adjustment for all federal, state and local government taxes or levies on such sales and any assessments that are or may be imposed by federal or state regulatory agencies on utility gross revenues.

EFFECTIVE: September 1, 1998

0554558

¹ As of September 1, 1998, a negative Purchased Power Adjustor of \$0.003643 is in effect and will expire when the overcollected bank balance is fully refunded.

APPROVED FOR FILING

DECISION #: 61105

~~SEP-9-1-98~~

ORIGINAL

GARKANE POWER ASSOCIATION, INC.

ELECTRIC SERVICE

SCHEDULE NO. 06

STATE OF ARIZONA

GENERAL SERVICE No.1 - PUBLIC BLDGS & AUTHORITIES

AVAILABILITY: Available for commercial, industrial, public buildings, and three-phase farm service for all uses, including lighting, heating and power, subject to the established rules and regulations of the Company. This rate is not for resale.

Service under this Schedule is limited to Consumers whose load requirements do not exceed 50 kva of transformer **capacity**.

TYPE OF SERVICE: Single-phase and three-phase, 60 cycles, at available secondary voltage.

MONTHLY BILL:

Base Rate:	\$12.50 per month
Energy Charge:	\$0.05845 per kWh
Demand Charge:	\$6.37 per kW

DETERMINATION OF BILLING DEMAND: The Billing Demand shall be the maximum average kilowatt load used by the consumer for any period of fifteen (15) consecutive minutes during the month for which the bill is rendered as measured by a demand meter.

POWER FACTOR ADJUSTMENT: The consumer agrees to maintain unity power factor as nearly as practicable. Demand charges for billing purposes may be adjusted if the power factor at the time of maximum use is less than ninety percent (90%) lagging. Such adjustments will be made by increasing the measured demand one percent (1%) for each one percent (1%) by which the average power factor is less than ninety percent (90%) lagging.

MINIMUM MONTHLY CHARGE: The Minimum Monthly Charge shall be the Base Rate, or as provided by contract. Payment of the minimum monthly charge does not entitle the consumer to the use of any kWh of electricity.

TEMPORARY DISCONTINUANCE OF SERVICE: If a customer requests reconnection of service at the same location within a twelve (12) month period, he shall be required to pay the monthly base charge for each of the intervening months.

ELECTRIC SERVICE REGULATIONS: Service under this Schedule will be in accordance with the terms of the Electric Service Agreement between the customer and the Association. The Electric

APPROVED FOR FILING

DECISION #: 61105

~~EFF 9-1-98~~

ORIGINAL

Service Regulations of the Association on file with and approved by the Arizona Corporation Commission, including future applicable amendments, will be considered a part of and incorporated in said Agreement.

WHOLESALE POWER COST ADJUSTMENT: The foregoing rates are based upon the Association's cost of purchased power. The Association's base cost of power is \$0.02558. Rates are subject to the imposition of any purchased power adjustment reflecting changes in this cost either upward or downward which may be established for billing from time to time.'

TERMS OF PAYMENT: Bills based on the rates stated above are NET and are DUE and PAYABLE within twenty (20) days from the date of the bill.

TAX ADJUSTMENTS AND REGULATORY ASSESSMENTS: Total monthly sales for electric service are subject to adjustment for all federal, state and local government taxes or levies on such sales and any assessments that are or may be imposed by federal or state regulatory agencies on utility gross revenues.

EFFECTIVE: September 1, 1998

0554559

¹ As of September 1, 1998, a negative Purchased Power Adjustor of \$0.003643 is in effect and will expire when the overcollected bank balance is fully refunded.

APPROVED FOR FILING
DECISION #: <u>61105</u>
<u>EFF: 9-1-98</u>

GARKANE POWER ASSOCIATION, INC.

ORIGINAL

ELECTRIC SERVICE

SCHEDULE NO. 07

STATE OF ARIZONA

STREET AND YARD SECURITY LIGHTING

AVAILABILITY: To all consumers served by the Association.
This rate is not for resale.

APPLICATION: This schedule is for alternating current electric service supplied at approximately **120/240** volts, single-phase at a single point of delivery, from existing secondary, subject to the rules and regulations established by the Association.

MONTHLY BILL:

RATE: \$ 8.12 per 100 Watt unit
\$17.00 per 400 Watt unit

CONDITIONS FOR SERVICE:

1. Service under this Schedule is unmetered.
2. The Association will maintain the light in operating condition. Consumer will assume responsibility and pay for damage caused by his own negligence or that of third parties.
3. The consumer must notify the Association that **repairs** or maintenance are necessary.
4. The Association will perform necessary repairs or maintenance at its earliest convenience and during normal working hours.
5. Overhead construction shall be limited to one pole at a distance permitting safe construction without an anchor.

ELECTRIC SERVICE REGULATIONS: Service under this Schedule will be in accordance with the terms of the Electric Service Agreement between the customer and the Association. The Electric Service Regulations of the Association on file with and approved by the Arizona Corporation Commission, including future applicable amendments, will be considered a part of and incorporated in said Agreement.

WHOLESALE POWER COST ADJUSTMENT: The foregoing rates are based upon the Association's cost of purchased power. The Association's base cost of power is \$0.02558. Rates are subject to

APPROVED FOR FILING

DECISION #: 61105

~~EEC 9-1-97~~

ORIGINAL

the imposition of any purchased power adjustment reflecting changes in this cost either upward or downward which may be established for billing from time to **time**.¹

TERMS OF PAYMENT: Bills based on the rates stated above are NET and are DUE and PAYABLE within twenty (20) days from the date of the **bill**.

TAX ADJUSTMENTS AND REGULATORY ASSESSMENTS: Total monthly sales for electric service are subject to adjustment for all federal, state and local government taxes or levies on such sales and any assessments that are or may be imposed by federal or state regulatory agencies on utility gross revenues.

EFFECTIVE: September 1, 1998

0554562

¹ As of September 1, 1998, a negative Purchased Power Adjustor of \$0.003643 is in effect and will expire when the overcollected bank balance is fully refunded.

APPROVED FOR FILING

DECISION #: **61105**

~~EFF~~ 9-1-98

GARKANE **POWER** ASSOCIATION, INC.

ORIGINAL

ELECTRIC SERVICE

SCHEDULE NO. 08

STATE OF ARIZONA

GENERAL SERVICE NO.2

AVAILABILITY: Available to consumers with large power loads located on or near Seller's single-phase or three-phase lines for all types of usage, subject to the established rules and regulations of the Association. A large power load is defined as any load of more than 50 kw demand. This rate is not for resale.

TYPES OF SERVICE: Three-phase and single-phase, 60 cycles, at Seller's standard voltages.

MONTHLY BILL:

Base Rate:	\$20.00 per month
Energy Charge:	\$ 0.06115 per kWh
Demand Charge:	\$ 6.37 per kW

DETERMINATION OF BILLING DEMAND: The Billing Demand shall be the maximum kilowatt demand established by the consumer for any period of fifteen consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor as provided below.

POWER FACTOR ADJUSTMENT: The consumer agrees to maintain unity power factor as nearly as practicable. Demand charges for billing purposes may be adjusted if the power factor at the time of maximum use is less than ninety percent (90%) lagging. Such adjustments will be made by increasing the measured demand one (1%) percent for each one percent (1%) by which the average power factor is less than 90 percent lagging.

MINIMUM MONTHLY CHARGE: The Minimum Monthly Charge shall be the Base Rate or as provided by contract. Payment of the minimum monthly charge does not entitle the consumer to the use of any kwh of electricity.

TEMPORARY DISCONTINUANCE OF SERVICE: If a customer requests connection or reconnection of service at the same location within a twelve (12) month period, he shall be required to pay the monthly base charge for each of the intervening months.

ELECTRIC SERVICE REGULATIONS: Service under this Schedule will be in accordance with the terms of the Electric Service Agreement between the customer and the Association. The Electric Service Regulations of the Association on file with and approved by

APPROVED FOR FILING

DECISION #: 61105

~~EFF. 9-1-97~~

the Arizona Corporation Commission, including future applicable amendments, will be considered a part of and incorporated in said Agreement.

WHOLESALE POWER COST ADJUSTMENT: The foregoing rates are based upon the Association's cost of purchased power. The Association's base cost of power is \$0.02558. Rates are subject to the imposition of any purchased power adjustment reflecting changes in this cost either upward or downward which may be established and approved for billing from time to **time**.¹

TERMS OF PAYMENT: Bills based on the rates stated above are NET and are DUE and PAYABLE within twenty (20) days from the date of the bill.

TAX ADJUSTMENTS AND REGULATORY ASSESSMENTS: Total monthly sales for electric service are subject to adjustment for all federal, state and local government taxes or levies on such sales and any assessments that are or may be imposed by federal or state regulatory agencies on utility gross revenues.

EFFECTIVE: September 1, 1998

0554566

¹ As of September 1, 1998, a negative Purchased Power Adjustor of \$0.003643 is in effect and will expire when the overcollected bank balance is fully refunded.

APPROVED FOR FILING

DECISION #: 61105

EFF. 9-1-98

ORIGINAL

GARKANE POWER ASSOCIATION, INC.
Richfield, Utah 84701

ELECTRIC SERVICE REGULATIONS

STATE OF ARIZONA

1. These rules and regulations are designed to govern the supply, receipt and utilization of electric service in Arizona consistent with safe and reliable service practices.

2. These Rules and Regulations and all Rate Schedules are on file in the office of the Company, and copies are obtainable by any customer without charge upon request.

3. These Rules and Regulations are subject to revision from time to time and supersede all regulations which may heretofore have governed the supplying and taking of Company's electric service. They are subject to the jurisdiction of the Arizona Corporation Commission ("ACC" or "the Commission").

DEFINITIONS

4. The following expressions, when used in these Rules and Regulations, in Rate Schedules, and in Service Agreements, shall, unless otherwise indicated, have the meanings given below:

5. Customer. Any individual, partnership, association, firm, public or private corporation or governmental agency receiving Company's service at any specified location.

6. Company. Garkane Power Association, Inc.

7. Electric Service. The availability of electric power and energy, irrespective of whether any electric power and energy is actually used. Supplying of service by Company consists of the maintenance by the Company at the point of delivery of approximately the established voltage and frequency by means of facilities adequate for carrying Customer's proper load.

8. Point of Delivery. Customer's service terminal, or the point where the Company's wires are joined to Customer's wires or apparatus, unless otherwise specified in Customer's Service Agreement.

9. Customer's Installation. In general, all wiring, appliances and apparatus of any kind or nature on Customer's side of the Point of Delivery (except Company's meter installation) useful in connection with Customer's ability to take electric service.

APPROVED FOR FILING

DECISION #: 61105

EA. 9-1-91

10. Service Facilities.

(a) Service Drop. The wires owned by Company connecting Company's distribution system to Customer's service entrance conductors.

(b) Service Entrance Conductors. The portion of Customer's installation to which Company's Service Drop is connected.

11. Month. An interval of approximately thirty (30) days between successive meter reading dates, except when the calendar month is specified.

12. Service Agreement. The agreement or contract between Company and Customer pursuant to which service is supplied and taken.

13. Connected Load. The combined nominal rated capacity of all motors, or other energy consuming devices, installed on Customer's premises, which may be operated with energy supplied by Company.

14. Horsepower. The term horsepower shall be construed to mean the equivalent to 750 watts.

15. Notice. Unless otherwise specified, a written notification delivered personally or mailed by one party to the other at such other party's last known address, the period of notice being computed from the date of such personal delivery or mailing.

16. Meter. The meter or meters, together with auxiliary devices, if any, constituting the complete installation needed to measure the power and energy supplied to any individual Customer at a single point of delivery.

17. Customer Extension. Any branch from, or continuation of, an existing line to the point of delivery to Customer, including increase in capacity of any of the Company's existing facilities, or the changing of any line to meet Customer's requirements and including all transformers, service drop, and meters.

18. Standby Service. Standby service shall be construed to mean service to a load for which Customer has available an alternative source of power other than that provided by Company.

SERVICE AGREEMENTS

19. Form and Execution of Service Acreeements. Each applicant for service shall make a written application therefor on the Company's standard form, or execute a formal contract. The Company's standard application form, when signed by the Company's authorized representative as well as the Customer, becomes a binding Service Agreement.

20. Term of Service Agreement. Unless otherwise provided, service agreements are to continue in effect for an initial period of one (1) year where a new service is provided.

21. Expiration or Renewal of Service Asreements. Unless otherwise provided, each Service Agreement will automatically extend its expiration date for additional successive periods of one (1) year each, unless and until either party has notified the other in writing not less than thirty (30) days prior to the end of any such period of its desire to terminate such agreement.

22. Company's Risht to Cancel Service Agreement or to Terminate or Suspend Service. The Company may suspend or terminate service for the reasons and pursuant to the procedures specified in Commission Rule R14-2-221.

23. Chanse of Address of Customer.

(a) When Customer changes his address he shall give notice thereof to Company at least three (3) working days prior to the date of change. Customer will be held responsible for all service supplied to the vacated premises until such notice has been received and Company has had a reasonable time, but not less than three (3) working days, to discontinue service.

(b) If Customer moves to an address at which he requires electric service for any purpose specified in this Service Agreement, and at which address Company has such service available under the same rate schedule, the notice shall be considered as Customer's request that Company transfer such service to the new address; but if Company does not have such service available at the new address the old Service Agreement shall be considered cancelled.

(c) If Company has service available at the new address to which a different rate schedule applies, a new Service Agreement, including the applicable Rate Schedule, will be offered to Customer. Company will make transfers of service as promptly as reasonably possible after receipt of notice.

24. Successors and Assisns. Service Agreements shall inure to the benefit of and be binding upon the respective heirs, legal representatives, and successors by operation of law, of the

ORIGINAL

parties thereto, but shall be voluntarily assignable by either party only with the written consent of the other, except that Company may, without Customer's consent, assign any Service Agreement to any person or corporation, in any lawful way acquiring or operating all or any part of Company's property used in supplying service under such agreement.

SUPPLYING AND TAKING OF SERVICE

25. Power Supply. Alternating current at approximately sixty (60) cycles. Secondary distribution voltages are available at 120/240 volts, 120/208 volts and 277/480 volts.

26. Supply of Service. Service will be supplied only under and pursuant to these service regulations, and any modifications or additions thereto lawfully made, and such applicable rate or rates as may from time to time be lawfully fixed. Service will be supplied under a given Rate Schedule only at such points of delivery as are adjacent to facilities of the Company adequate and suitable as to capacity and voltage for the service desired. Otherwise, special agreements between Customer and Company may be required.

27. Continuity of Service. Company will use reasonable diligence to supply steady and continuous service, but does not guarantee the service against irregularities or interruptions. Company shall not be liable to Customer for any damages occasioned by service irregularities or interruptions.

If compliance with orders or formal requests of any governmental agency, curtailing or diverting Company's available electric power resources make it impossible for Company to supply the full electric power requirements of all its Customers, Company shall not be liable for any injury or loss caused by the resultant curtailment, in whole or in part, of its supply to any Customer. If any such curtailment reduces the amount of power available to a Customer below the minimum amount contracted for, such Customer shall be relieved of the obligation to pay more than the amount of power from time to time made available by Company.

Inability on the part of the Company to meet its contractual obligations to any Customer, when such inability is due to Company's compliance with an order or formal request of a governmental **agency**, shall not constitute default on the part of Company as to any contract or agreement, and any contract or agreement affected by such compliance shall remain in full force and effect except as necessarily modified during the effective period of such order or formal request.

APPROVED FOR FILING
DECISION #: 61105
EFF. 9-1-91

28. Suspension of Service for Repairs and Chances.

(a) When necessary to make repairs to or changes in Company's plant, generating equipment, transmission or distribution system, or other property, Company may, without incurring any liability therefor, suspend service for such periods as may be reasonable, necessary, and in such manner as not to inconvenience Customer unnecessarily. The Company will attempt to inform affected customers of scheduled service interruptions of longer than four (4) hours duration at least twenty-four (24) hours in advance of the scheduled interruption.

(b) There shall be no abatement of demand, minimum or similar charge for months in which such suspensions do not exceed an aggregate of twenty-four (24) hours. There shall be a pro rata reduction in such charges for months in which such suspensions do exceed that amount.

29. Use of Service.

(a) Service shall be supplied directly to Customer through Company's own meter, and shall be used by Customer only for the purposes specified in and in accordance with the provisions of the Service Agreement. Service shall be for Customer's use only, and under no circumstances may Customer or Customer's agent, or any other individual, association or corporation install meters for the purpose of remetering or reselling or otherwise disposing of service supplied Customer to lessees, tenants or others, except in accordance with the Service Agreement of Company which specifically authorizes such use of the service. In no case shall Customer, except with the consent of Company, extend or connect his installation to lines across or under any street, alley, lane, court or avenue, or other public or private space in order to obtain service for adjacent property through one (1) meter, even though such adjacent property be owned by Customer. In case of such unauthorized remetering, sale, extension, or other disposition of service, Company may immediately discontinue the supplying of service to Customer until such unauthorized remetering, sale, or act is discontinued and full payment is made for all service supplied or used, billed on proper classification and rate schedules, and reimbursement in full is made to Company for all extra expenses incurred, including expenses for clerical work, testing and inspections.

30. Right-of-Way. Without reimbursement, Customer shall make or procure conveyance to the Company of right-of-way satisfactory to Company across the property owned by or controlled by Customer for Company's lines or extensions thereof necessary or incidental to the supplying of service to Customer.

31. Access to Premises. The duly authorized agents of Company shall have access at all reasonable hours to the premises of Customer for the purpose of inspecting wiring and apparatus, removing or replacing Company's property, reading of meter and all other purposes incident to the supplying of service.

32. Location of Customer's Service Entrance Conductors. Customer's service entrance conductors shall be located at a point readily accessible to Company's Service Drop, such point to be determined by Company.

CUSTOMER'S INSTALLATION

33. Customer's Facilities for Receiving Service. Customer's facilities for receiving shall be installed in accordance with Company's standard "Specifications for Electric Service and Meter Installations" and the National Electric Code. The Company's specifications mentioned above are on file at Company's office and are hereby made a part of these Rules and Regulations.

34. Nature and Use of Installations. Customer shall not employ or utilize any equipment, appliance, or device so as to affect adversely Company's service to Customer or to others. When polyphase service is supplied by Company, Customer shall control the use thereof so that the load at the Point of Delivery will be maintained in reasonable electrical balance between the phases.

35. Power Factor. When florescent, neon, zeon, or other hot or cold cathode types of gaseous tube lighting having similar power factor characteristics are installed and used, Customer may be required to furnish, install and maintain, at his own expense, corrective apparatus designed to maintain at not less than approximately ninety percent (90%) lagging, the power factor of each unit of such equipment or group of such equipment controlled as a unit by a single switch or its equivalent which controls only such unit.

The Company shall have the right to refuse or discontinue service to any such installation, until Customer has complied with the foregoing provisions.

The determination of power factor shall be made by the wattmeter-voltmeter method.

36. Phase of Motors.

(a) Individual motor installations requiring less than five (5) horsepower shall be single phase. Motors not exceeding one-half (1/2) horsepower shall be for 115 volts; and motors of one half (1/2) horsepower to five (5) horsepower, 230 volts. Exceptions may be served at the option of the Company.

(b) For installation of five (5) horsepower and over motors, three (3) phase alternating current will be furnished at the voltage stated in the Service Agreement; but single phase service, at the option of the Company may be furnished for installations of five (5) horsepower and over motors, where Company has only single phase available at the point where Customer desires service.

37. Current Limiting Devices.

(a) Auto starters or other suitable starting devices shall be provided by Customer for all motors having above five (5) horsepower.

(b) All motors starting on other than light load shall be provided with suitable devices or be of a suitable type to limit the starting current.

38. Chancres in Installation. As Company's service drop, transformers, meters, and other facilities used in supplying service to a Customer have a definite limited capacity, before making any material changes or increases in Customer's installation, Customer shall give notice thereof to Company, and obtain Company's consent thereto. Company as promptly as possible after receipt of such notice will either give its approval to the proposed change or increase or will advise Customer upon what conditions service can be supplied for such change or increase.

39. Inspection by Company. Company shall have the right, but does not assume the duty, to inspect Customer's installation at any time, and from time to time, and to refuse to commence or to continue service whenever it does not consider such installation to be in good operating condition, but Company does not in any event assume any responsibility whatever in connection with Customer's installation.

40. Customer's Responsibility. Customer assumes all responsibility on Customer's side of the Point of Delivery for service supplied or taken, as well as for the electrical installation, appliances, and apparatus used in connection therewith, and shall save Company harmless from and against all claims for injury or damage to persons or property occasioned by or in any way resulting from such service or the use thereof on Customer's side of the Point of Delivery.

COMPANY'S INSTALLATION

41. Installation and Maintenance. Except as otherwise provided in those rules and regulations, in Service Agreements, or Rate Schedules, Company will install and maintain its lines and equipment on its side of the Point of Delivery, but shall not be required to install or maintain any lines or equipment, except

ORIGINAL

meters, on Customer's side of the Point of Delivery. Only Company's agents are authorized to connect Company's service drop to Customer's service entrance conductors.

42. Connections to Customer's Service. The service drop will ordinarily be installed overhead. If Customer desires to have the service drop installed in any other manner, special arrangement will be made between Customer and Company whereby such service drop will be installed and maintained at Customer's expense.

43. Protection by Customer. Customer shall protect Company's wiring and apparatus on Customer's premises and shall permit no one but Company's agents or persons authorized by law to inspect or handle same. In the event of any loss or damage to such property of Company caused by or arising out of carelessness, neglect, or misuse by Customer or other unauthorized persons, the cost of making good such loss or repairing such damage shall be paid by Customer.

METERING

44. Installation.

(a) Meters. Company will furnish and install necessary meter or meters, and Customer shall provide and maintain locations for installation thereof free of expense and satisfactory to Company.

(b) Accuracy Limits. After being tested, meters shall be adjusted to as near zero error as practicable. Meters shall not remain in service with an error over two percent (2%) of tested capacity, or if found to register at no load.

(c) Before Installation. New meters shall be tested. Removed meters shall be tested before or within sixty (60) days of installation.

(d) Periodic. In service meters shall be periodically or sample tested every five (5) years.

(e) Reauest. Upon written request, the Company shall promptly test the accuracy of Customer's meter. If the meter has been tested within twelve (12) months preceding the date of the request, the Company may require the Customer to make a deposit in the amount approved by the Commission for testing in the Company's tariff. If the meter is found to have an error of more than two percent (2%) capacity, the deposit shall be refunded; otherwise, the deposit shall be retained as a service charge.

APPROVED FOR FILING

DECISION #: 61105

EFF: 9-1-91

(f) Meter Error Correction. If a meter tested pursuant to this section is more than two percent (2%) in error, either fast or slow, proper correction will be made and adjusted bills rendered as specified in Commission Rule R14-2-210.

45. Evidence of Service Use. The registration of Company's meter shall be accepted and received at all times and places as prima facie evidence of the amount of power and energy taken by Customer.

46. Voltage of Installation. Metering will be at secondary voltage unless otherwise specified in service contracts.

BILLING

47. Billing Periods. Bills ordinarily will be rendered regularly at monthly intervals, but may be rendered more frequently at Company's option. Non-receipt of bills by Customer shall not release or diminish the obligation of Customer with respect to payment thereof.

48. Minimums. When a Customer receives service for less than thirty (30) days during the billing period, the applicable monthly minimum shall apply.

49. Separate Billing for Each Point of Delivery. At each Point of Delivery use of service shall be metered separately for each Customer service. Whenever for any reason Company furnished two (2) or more meter installations for a single Customer or supplies service under a Rate Schedule which does not require a meter, each point of metering and/or point of delivery where no meter is required shall be considered as a separate service. A separate Service Agreement will be required, and bills will be separately calculated for each such separate service, except where Company may, under special circumstances, waive this requirement.

50. Billing Seasonal Customers. Seasonal customers shall be billed monthly as electric power is used. A Customer may elect to pay his bill in advance and forgo paying his bill monthly. Any deficit between the guaranteed amount and that actually received by the Company, from either monthly payments or advance payments, shall become payable at the beginning of the twelve (12) month period. The Company shall read the meters at the beginning of each seasonal year. Company readings indicating usage not billed shall be equally divided over the months since the last Company reading.

51. Payment of Bills. All bills for service become due and payable and DELINQUENT if not paid within twenty (20) days from date of bill, and service may be disconnected upon five (5) days written notice to Customer. When so disconnected, service will not

be restored until all bills, together with any authorized charges of disconnecting and reconnecting the service are paid.

52. Tax Adjustment Clause. In the event any city, municipality or other governmental body shall impose a gross revenue, transaction privilege, occupation or franchise or other similar tax upon the Company for power supplied, the amount of such tax shall be billed to and paid by the Customer receiving power from the Company.

53. Charge for Restorins Service. If service to Customer is discontinued for non-payment of bill or other violation of the Service Agreement, then, before service is re-established, Customer shall pay the Company the authorized reconnect fee and any past due amounts.

54. Theft of Service. In any case of tampering with meter installation or interfering with the proper working thereof, or any other theft of service by any person, or evidence of any such tampering, interfering, theft or service diversion by whomsoever done, Customer shall be liable to immediate discontinuance of service as provided in Paragraph 22 of the Service Agreements, and Company shall be entitled to collect from Customer at the appropriate rate for all power and energy not recorded on the meter by reason of such tampering, interfering, or other theft or service diversion, (the amount of which may be estimated by Company from the best available data) and also for all expenses incurred by Company on account of unauthorized act or acts.

55. Cancellation Within Period of Service Agreement. Where the Customer entirely suspends operations during the Service Agreement period with the intention permanently to abandon them, the Service Agreement may be canceled by written notice to the Company not less than thirty (30) days before the effective date of the proposed cancellation, and by paying to the Company the amount of all balances due. No such cancellation shall release the Customer from his obligation under any term minimum guarantees based on special investment made by the Company to serve the Customer. If the discontinuance by Customer is a breach of the service agreement, the right of the Company to collect the sums mentioned herein shall be in addition to all other rights it may have on account of such breach.

SELECTION AND APPLICATION OF RATE SCHEDULES

56. Selection of Rate Schedule.

(a) When a prospective Customer makes application for service, Company will, upon request, assist in the selection of the rate schedule most appropriate to Customer for the service requested. The selection will be based on the prospective

Customer's statement as to the class of service desired, the amount and manner of use, and any other pertinent information. This statement will be recorded and filed with the application. Company shall not be liable for any errors in connection therewith and Company does not assure any particular bill result.

(b) If through error a service agreement is entered into specifying a Rate Schedule which is not applicable to the class of service taken, on discovery of the error, all bills rendered during the preceding twelve (12) months shall be recalculated in accordance with the lowest properly applicable rate schedule, and any excess paid shall be refunded by Company, or any balance due shall be paid by Customer, as the case may be.

57. Distinction Between Residential and Commercial Service. Private dwellings in which space is occasionally used for the conduct of business by a person residing therein will be served under the standard residential rate. Where a portion of a dwelling is regularly employed for the conduct of business the electricity used in that portion will be separately metered and billed on the appropriate commercial rate. If separate circuits are not provided by Customer, the entire premises will be classified as non-residential and billed accordingly. Service rendered through one (1) meter to apartment houses and to recognized rooming and/or boarding houses will be considered commercial service.

58. Change to Optional Rate Schedule. A Customer being billed under one of two or more optional Rate Schedules applicable to his class of service may elect to be billed on any other applicable Rate Schedule by notifying Company in writing and Company will bill Customer under such elected schedule from and after the date of the next meter reading. However, a Customer having made such a change of rate schedule may not make another such change within the next twelve (12) months unless during such period there have been issued changed or additional Rate Schedules applicable to Customer's class of service.

59. Lighting on Power Schedules. Lighting service will not be supplied under any power Rate Schedules unless it is so specified in such power Rate Schedule, and when so supplied Customer will provide and maintain all auxiliary apparatus (transformers, regulators, etc.) that may be necessary. Service supplied to motor generators, any portion of the output of which is used for lighting purposes, shall be considered lighting service.

60. Temporary and Standby Service.

(a) Temporary and standby service shall not be rendered except under a special agreement between Company and Customer unless the temporary service is provided during construction where a permanent service will be established.

(b) In no event will Company supply power and energy for the purpose of starting or furnishing excitation or other auxiliary service necessary to the operation of any of Customer's generating plant or for parallel operation of Customer's generating equipment with Company's system except under a special agreement between Company and Customer.

DEPOSITS

61. When Required. Consistent with Commission Rule R14-2-203, the Company, at the time application for electric service is made or at any time thereafter, may require a cash deposit or guarantee satisfactory to the Company to secure the payment of bills as they become due. Such deposit or guarantee may be held in its entirety by the Company until final settlement of Customer's account, and any balance remaining will be held subject to Customer's order without interest from the date of final settlement; provided, however, that residential deposits and accrued interest will be refunded or other guarantee terminated after twelve (12) months of service if the Customer has not been delinquent more than twice in the payment of utility bills. The amount of such deposit shall not exceed the estimated cost of service for ninety (90) days, and may be paid in three (3) equal monthly installments.

62. Third Party Guarantees. Third party guarantees in lieu of a deposit shall be permitted upon demonstration of a guarantor's satisfactory credit standing.

63. Interest. All cash deposits made by Customer to secure payment of bills will draw interest at the rate of six percent (6%) per annum or any other rate that may be set by the Commission. Interest due at date of discontinuance of service will be credited on final bills of Customer or included with the amount refunded.

64. Refunds. Subject to the provisions of Paragraph 61, deposits shall be refunded upon Customer's request after a satisfactory payment history of twelve (12) months. Interest will be earned in accordance with Paragraph 63. The original deposit and interest will be applied as credits toward the Customer's power bill. Non-residential customers not requesting a refund within three (3) years will automatically receive their deposit plus interest earned as credits provided they have maintained a satisfactory credit history. The Company presently refunds all deposits on a three (3) year rotation cycle for all deposits on the books of the Company. (Deposits paid in 1998 will be refunded in 2002, etc.)

APPLICATION OF AND CHANGES AND ADDITIONS TO SERVICE

REGULATIONS AND RATE SCHEDULES - CONFLICTS

65. Application of Rules and Regulations and Rate Schedules. All service agreements at present in effect or that may be entered into in the future are made expressly subject to these Rules and Regulations, any modifications hereof that may be lawfully made and subject to all applicable existing rate schedules and additions thereto. When practicable, thirty (30) days notice, either by mail or by publication in local newspapers, will be given to any Customers affected by any such change, addition or substitution.

66. Conflicts. In case of conflict between any provision of these Rules and Regulations, Customer's service agreement, or a rate schedule, the provision of the service agreement takes precedence, followed by the provision of the rate schedule.

0545680

ORIGINAL

GARKANE POWER ASSOCIATION, INC. RE
SCHEDULE SC A700RF

OCT 23 9 47 AM '90

SERVICE CHARGES

This schedule sets the amounts for various service and other miscellaneous charges authorized in the Rules and Regulations Of either the Arizona Corporation Commission or Garkane Power Association, Inc.

CHARGES FOR ELECTRIC SERVICE CONNECTIONS (EXCLUSIVE OF ANY APPLICABLE CHARGES FOR LINE EXTENSIONS)

A.	NEW SERVICE	\$30.00
B.	ADDITIONAL SERVICE	\$30.00
C.	SERVICE CONNECTION CALLBACKS	\$30.00

Note : The charges for service connections are for standard connections. A customer who requests that service be provided in a non-standard manner will be required to pay, in addition to the service connection charge, any additional costs for such service connection in excess of the service connection charge. Additional service charges relate to requests for each additional service connection or location change to a new service address. Callback service charges relate to a return trip to connect electric service, when a customer provided an inaccurate service address, postpones, or cancels a service order already completed.

SERVICE CALLS DURING REGULAR WORKING HOURS \$30.00

SERVICE CALLS AFTER REGULAR WORKING HOURS -ACTUAL COST OR A MINIMUM OF \$30.00

Note : Charges for service calls relate generally to reconnects of previously disconnected service or interruptions of service caused by the consumer's negligence. After hours charges also apply for regular service connections requested by the consumer during this period.

METER TEST per Rule R14-2-209F \$20.00

METER REREADS per Rule R14-2-209C \$15.00

RETURNED CHECKS \$15.00

LATE PAYMENT CHARGE 1.5%
(per month)

FIELD COLLECTION CALL \$15.00

DEFERRED PAYMENT PLAN FINANCE CHARGE 1.5%
(per month)

EFFECTIVE OCT. 1, 1990

APPROVED FOR FILING
IN COMPLIANCE WITH
DECISION #: 57106

ORIGINAL

TEMPORARY TEST PROVISION

\$50.00

Note: Customers may request a temporary connection of service for the purpose of testing a pump or other equipment. A one time fee is required for this service along with the applicable charge for the energy used. This service is available for a maximum connection time of seven (7) days.

APPLICABLE TAXES AND CHARGES: In the event any taxing body shall impose or increase any franchise, occupation, sales, license, excise or other tax or charge of any kind or nature, including taxes or charges based upon the charges listed above the receipts or income therefrom, the -pro-rata amount thereof will be added to and, as part of the effective rate, separately itemized and billed to all Customers in the area or locality in which such tax or charge applies.

APPROVED FOR FILING IN COMPLIANCE WITH DECISION #: 57106
--

EFFECTIVE OCT. 1, 1990

ORIGINAL

GARKANE POWER ASSOCIATION Curtailment Plan - State of Arizona

March 1993

Introduction

Garkane Power Association, Inc. (Garkane) is a Rural Electric Cooperative with headquarters in Richfield, Utah. The cooperative serves customers throughout South Central Utah and approximately 688 meters in Northern Arizona. The number of customers by class is as follows;

Residential	515
Commercial	113
Industrial	2
Fire Protection	4
Public Authorities	26
Irrigation	<u>28</u>

Total 688

Most of the wholesale power purchased by Garkane comes from the Western Area Power Administration (WAPA) and is generated at Glen Canyon Dam. Additional purchases, beyond approved co-generation facilities and self-generation at **Garkane's** own small hydro electric plant, are made through an all-requirements contract with Deseret Generation and Transmission Cooperative (**DG&T**).

Although conditions have never existed where the power supply from DGCT was insufficient to carry the load during peak periods, nor do we anticipate shortages in generation capacity from **DG&T**, a curtailment plan has been developed in compliance with the Arizona Corporation Commission's Administrative Rule, Chapter 2, Section **R14-2-208**, Paragraph E.

Curtailment Procedures

In the event severe supply shortages or curtailments are anticipated in advance by Garkane, Garkane will make a public appeal for the voluntary curtailment of electric consumption by all consumers.

If voluntary curtailment results in insufficient load reduction the following, in order of curtailment, is a list and brief description of the loads;

1. Grand Canyon National Park (North Rim). This load has self generation and would not be significantly impacted by curtailment during an emergency situation.

ORIGINAL

2. Kaibab Industries, Fredonia, Arizona. This is an industrial sawmill load and would be impacted economically by being curtailed, but life or health would not be affected during an emergency situation.

3. Ryan Substation. This substation serves the North Rim of the Grand Canyon as well as several other recreational sites. In addition, an industrial customer, Energy Fuels Nuclear, would also be affected by this curtailment. Although curtailment would be inconvenient, it would not create any unreasonable hardships.

4. Colorado City Substation. This substation serves the majority of **Garkane's** residential and commercial customers located in Arizona. With 4 to 5 hours work the electric service to the community fire station/emergency communications system could be restored. However, medical facilities for this area are served from a Utah feed which could also be used to provide service to most of the Arizona customers who would be affected by curtailment at the Colorado City Substation.

5. Moccasin Tribal Police. Service to the Moccasin Tribal Police Department is identified as a critical load and would be maintained as long as possible.

6. Moccasin Mountain Communications Site. A radio repeater site located on Moccasin Mountain is a critical communications load. The site provides communications for law enforcement and other emergency agencies. Service to this location would be maintained as long as feasible.

7. Fredonia, Arizona. The Town of Fredonia is a municipal power system serving residential, commercial and emergency communication (Sheriff's Department) loads. Service to the Sheriff's Department would be preserved as long as possible, however, under Garkane's present wheeling contract with Fredonia, curtailment to residential and business customers in the Town is contingent upon equal reductions among other Garkane customers.

Due to the limited amount of load, residential customers outside Colorado City, and the limited probability of a power supply shortage, rotation schedules are not proposed in the plan.

Curtailment Responsibilities

General Manager:

◆ When an emergency exists, the General Manager will authorize all involuntary or voluntary curtailment plans and is responsible for notifying appropriate Garkane personnel and for contacting the Arizona Corporation Commission and the Arizona State and County Civil Defense

ORIGINAL

and Emergency Centers/Teams prior to and during any curtailment.

♦ The General Manager has the responsibility of monitoring the curtailment process and ensuring the methodologies outlined in the curtailment plan are followed.

Engineering Manager:

♦ Is responsible for ensuring adequate generation and transmission to meet the Arizona system's load requirements and, in consultation with the General Manager, for determining the magnitude and duration of any load curtailment.

♦ Is responsible for directing the implementation of all phases of the curtailment plan and ensuring the personnel involved understand the plan and are trained in its operation.

Kanab Area Manager:

♦ Is responsible for executing involuntary load curtailment consistent with the outlined plan.

♦ Maintains an accurate log of all circuit interruptions during curtailments and forwards the information to the Engineering Manager and General Manager.

Member Services Personnel:

♦ Keeps the public informed of electric curtailment through news releases and other announcements as instructed by the General Manager.

APPROVED

GARKANE POWER ASSOCIATION, INC.


Glen P. Willardson, General Manager

4/1/93
Date